

**Request for Proposal
for Selection of Agency for Supply and
Installation of ICT Equipments for Tripura
State Wide Area Network (TSWAN).**

RFP No.22(9)/DIT/COMM/2020

Dated: 07.07.2021

**Directorate of Information Technology,
Government of Tripura
IT Bhavan, ITI Road, Indranagar
Agartala, Tripura - 799 006**

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1. Project Profile

1.1. Project Background

State Wide Area Network (SWAN) has been identified as core infrastructure for supporting e-Governance initiatives.

SWAN was implemented in the State in 2008-09 in association NIC and BSNL being bandwidth provider. SWAN has been established to provide Internet, Data & Voice connectivity to SHQ, TTAADC HQ, all 8 DHQs, all 23 SDHQs and all 58 BHQs (84 SWAN Point of Presences (PoPs)). SWAN is acting as the vehicle for effective implementation of Electronic Governance (e-Governance) across the State.

Equipments i.e. Routers, Switches, UPS etc installed under Tripura SWAN are very old and mostly out of services by manufacturers. These equipments require to be replaced at the earliest for smooth operation of SWAN.

1.2. Invitation for Bid

Directorate of Information Technology invites online Bids for Selection of Agency for Supply and Installation of ICT Equipments for Tripura State Wide Area Network (TSWAN).

1.3. Issuer

Directorate of Information Technology,
Govt. of Tripura

1.4. Issuer Address

Director,
Directorate of Information Technology
Govt. of Tripura
IT Bhavan,
ITI Road, Indranagar
Agartala-799006
Phone/FAX No. 0381-2355751
Email address: itdept-tr@nic.in

1.5. Important Dates and Information

Bid Reference	RFP No.22(9)/DIT/COMM/2020 Dated, 7th July,2021
Publication details	The RFP would be published in https://tripuratenders.gov.in . Bidders have to submit e-Bid response only. Copy of RFP can be downloaded from the State Portal http://tripura.gov.in and also from DIT website at https://dit.tripura.gov.in ;
Date Of Commencement Of Bid	08/07/2021
Last date to send requests for clarifications on the tender document	27/07/2021
Pre Bid Conference Date and Time	27/07/2021 at 11:00 Hrs

Response to Pre-Bid Clarifications	30/07/2021
Last Date And Time For Receipt Of eBids	16/08/2021 at 15:00 Hrs
Date & Time Of Opening Of Prequalification Bids and Technical Bids	17/08/2021 at 15:30 Hrs
Address For Communication / Pre-Bid / Submission/Opening of Technical & Commercial Bid	DIRECTORATE OF INFORMATION TECHNOLOGY, GOVT. OF TRIPURA; IT BHAVAN, ITI ROAD; INDRANAGAR; AGARTALA, WEST TRIPURA, TRIPURA -799006
Contact Person	Shri Uttam Podder, Joint Director
Contact email	uttam.podder@nic.in
Contact Phone no	0381-235-5751

2. Instruction to IA's

IA's are advised to study this RFP document carefully before participating. It shall be deemed that submission of bid by the IA has been done after their careful study and examination of the RFP with full understanding to its implications. Any lack of information shall not in any way relieve the IA of his responsibility to fulfill his obligations under the Bid.

2.1. Definitions

In this document, the following terms shall have following respective meanings:-

“Agreement” means the Agreement to be signed by the Successful IA and Govt. of Tripura

“Authorized Representative” shall mean any person/agency authorized by either party.

“Affiliate” shall mean any holding company or subsidiary company as a party of the Agreement or any company, which is subsidiary of such a holding company. The expressions "holding company" and "subsidiary company" shall have the meaning specified in Section - 4 of the Companies Act 1956 (as amended from time to time).

“Capex” Shall mean any expenditure for capital infrastructure equipment which has a depreciation value over a period of time.

“Contract” is used synonymously with agreement.

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the process of Contract execution.

“DIT” means Directorate of Information Technology, Tripura.

“Documentary evidence” means any matter expressed or described upon any substance by means of letters, figures or marks intended to be used for the recording of that matter and produced before a court.

“Default Notice” shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among IAs (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive DIT and /or GoT of the benefits of free and open competition.

“Good Industry Practice” shall mean the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced IA engaged in the same type of undertaking under the same or similar circumstances.

“IA” or ‘Implementation Agency’ means any firm offering the equipment(s), solution(s) and service(s) required in this RFP. Successful IA shall mean the IA, with whom Govt. signs the Contract.

“Law” shall mean any Act, notification, bylaw, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Government of India or State Government Tripura or regulatory authority or political sub-division of govt. agency.

“LOI” means issuing of Letter of Intent which shall constitute the intention of the Tenderer to place the purchase order with the successful IA.

“Party” shall mean Govt. or successful IA individually and “Parties” shall mean Govt. and successful IA collectively.

“PBC” means Pre-Bid Conference.

“Performance” means accomplishment of the project in terms of Standards, Quality, SLA for implementation, maintenance and support.

“Period of Agreement” means project period as defined in RFP.

“Rates/Prices” means prices of supply of equipment and services quoted by the IA in the Commercial Bid submitted by him and/or mentioned in the Contract.

“RFP” means the detailed notification seeking a set of solution(s), service(s), materials and/or any combination of them.

“Services” means the work to be performed by the IA pursuant to this Contract, as detailed in the Scope of Work.

“Site” shall mean the location(s) for which the Contract has been issued and where the service shall be provided as per Agreement.

“Tenderer” shall mean the authority issuing this Request for Proposal (RFP) and the authority under whom infrastructure is to be implemented, operated, managed etc.

“Termination notice” means the written notice of termination of the Agreement issued by one party to the other in terms hereof.

“TSWAN” means Tripura State Wide Area Network.

“Uptime” means the time period when specified services with specified technical and service standards as mentioned in scope of work available to GoT and its user organizations. The uptime will be calculated as “Total time in (in minutes) less total Service Down time (in minutes)”.

“Service Down Time” (SDT) means the time period when specified services with specified technical and operational requirements as mentioned in scope of work are not available to GoT and its user organisations.

“Work Order/Supply Order” means tasks/activities which will be assigned or scheduled to the successful IA.

2.2. Eligibility / Pre-Qualification criteria for Bidders

The following are the conditions, which are to be necessarily fulfilled, to be eligible for Technical evaluation. Only those interested IAs who satisfy the following eligibility criteria should respond to this RFP:

Sl	Criteria	Documents Required
1	The Bidder should be registered under the Companies Act, 1956 or Companies Act 2013, and should have been in existence for the last 5 (five) years (from 2016-17) in the field of Network Operations and related Facility Management Services in India.	a) Certificate of Incorporation.
2	The Bidder should have annual turnover of not less than INR 25 Crores during each of the three financial years (F.Y. 2017-18, 2018-19 and 2019-2020 respectively).	Certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be submitted with the bid. Turnover value should be from IT/ITeS job only.
3	The Bidder or its OEM of Active Network items {themselves or through reseller(s)} should have supplied same or similar Category Products to any Central / State Govt. Organization / PSU for each of the 3 financial years (i.e. FY 2017-18, 2018-2019 and 2019-20).	Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year.
4	The Bidder / OEM of Active Network items {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same of Active Network items or similar Category Products during 3 financial years (i.e. FY 2017-18, 2018-2019 and 2019-20), as per following criteria: (i) Single order of at least 4 Crores; or (ii) Two orders of at least 2.5 Crores each; or (iii) Three orders of at least 2 Crores each.	Copies of Work / Supply Order + Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be submitted with bid.
5	The bidder must have valid ISO 9001 certification as on bid submission date.	Copy of valid ISO 9001 certificate.
6	The IA shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Central/State Government/Government agencies/ PSUs/ World Bank etc.	IA should submit a duly notarized affidavit in this regard.

NOTE: Please submit all the documentary evidence in support of the above conditions as the eligibility criteria.

2.3. RFP Fees

No RFP / tender fee required to be submitted.

2.4. Proposal Preparation Cost

The IA is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Directorate of Information Technology, Govt. of Tripura to facilitate the evaluation process, and in negotiating a definitive Service Agreement or all such activities related to the bid process. This RFP does not commit DIT to award a contract. Further, no reimbursable cost may be incurred in anticipation of award.

2.5. Clarification on RFP Document and Pre Bid Conference

The IA or its official representatives (maximum two members) is invited to attend a pre-bid meeting to be held on the date mentioned in the important dates section at Directorate of Information Technology, Indranagar, Agartala. The purpose of the meeting will be to clarify issues and to address clarifications sought by the IA's in this context. The IA is requested to submit their Request for Clarifications through email only to reach the Directorate of Information Technology, Govt. of Tripura at least 5 days before the pre bid meeting. The responses for the clarifications sought by the IA's will be distributed to all the IA's.

However, it is not binding on DIT to hold a pre-bid meeting or restrict itself to holding only one such meeting. If it feels, that the clarifications sought by the IA's do not warrant a pre-bid meeting, it can cancel the meeting and send the replies to the IA's by email.

2.6. Amendment to RFP Document

Any modifications in the RFP documents, which may become necessary as a result of the pre-bid meeting, shall be made by DIT exclusively through the issue of a corrigendum. The decision of DIT on the need for any modification shall be final and binding on all.

The amendment(s) will be published in <https://tripuratenders.gov.in>; Prospective Bidders are requested to visit the site frequently to check whether there is any related Corrigendum or not.

In order to afford prospective bidders reasonable time to take the Corrigendum into account in preparing their bids, DIT may, at its discretion, extend the deadline for submission of bids.

Such Corrigendum, Clarifications etc. shall be binding on the Bidders and shall be given due consideration by them while they submit their bids.

2.7. Language of BID

The bid prepared by the IA, as well as all correspondence and documents relating to the Bid exchanged between the IA and the DIT shall be in English. Supporting documents and printed literature furnished by the IA may be in another language provided they are accompanied by an

accurate translation by approved translator of the relevant pages in English. For the purposes of interpretation of the bid, the translation shall govern. Information supplied in another language without proper translation shall be rejected.

2.8. Period of Validity of Bids

The bid shall remain valid for 180 days from the date of Opening of Technical Bid specified. IA should ensure that in all circumstances, its Bid fulfils the validity condition. Any bid valid for a shorter period shall be rejected as non- responsive.

In exceptional circumstances, DIT may solicit IA's consent for an extension of the period of validity. The request and the responses thereto shall be made in writing or email. IA granting the request is neither required nor permitted to modify the bid.

2.9. Submission of the BID

The Bid shall be submitted in 4 (Four) parts, post registration in the <https://www.tripuratenders.gov.in>, as under:

PART-I:

EMD - Bidder is expected to submit EMD online.

Documents to be uploaded in My Space:

SL NO	Documents required to upload	Where documents shall be uploaded in "My Space" of Bidder	
		"My Space" Category	"My Space" Sub Category
1	PAN Card	Tax related documents	PAN card
2	GST Registration Certificate	Tax related documents	GST registration certificate
3	Audited Balance sheets	Financial Details	Balance Sheets
4	Certificate of incorporation, Blacklisting Clause undertaking and any other relevant document if reqd.	Misc. document	Any other document

PART-II: Pre-Qualification Documents.

Pre-qualification bid response documents need to be digitally signed before uploading in the above said portal.

All documents to be uploaded for Pre-qualification as per section 2.2 are free-format, except "IA's Profile as per Annexure-1 and experience as per Annexure-4" in this Bid document.

For all the free-format documents, Bidder is expected to scan the relevant documents into PDF format (in 100 dpi scan resolution).

PART-III: Technical Bid

Technical bid response documents need to be digitally signed before uploading in the above said portal.

Complete technical details, data sheet, MAF and detail technical specification for the item offered and any other relevant documents.

PART-IV: Financial Bid

Financial bid response documents need to be digitally signed before uploading in the above said portal.

Complete financial details as per specified format.

Financial Bid will be considered for evaluation for those Bidders who have cleared the Part-III.

2.10. Opening of Bids at DIT

DIT will open bids at time mentioned at important Information sheet. IA's representatives (Maximum 2) may also attend the opening at DIT.

2.11. Evaluation Criteria

Part I: Bid Security

IA's who have deposited the valid EMD through online shall be considered for further evaluation.

Part II: Pre-Qualification criteria

The Evaluation Committee would evaluate the Pre-qualification Bid responses. IA's should be ready to give any clarification asked by the evaluation committee. If IA does not fulfil all the conditions mentioned in the pre-qualification criteria, his Technical bid will not be considered for evaluation.

Part III: Opening and Evaluation of Technical Bids

The Evaluation Committee would evaluate the technical bids. IA's should be ready to reply to all the queries raised by the evaluation committee. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents.

In order to facilitate the Technical Bid evaluation, the technical criteria laid down along with the assigned weights have been presented in (Annexure 11).

IA's securing a minimum of 70% marks in the technical evaluation will only be considered for further commercial bid evaluation. Bids which don't secure the minimum specified technical score will be considered technically non-responsive and hence debarred from being considered for Commercial evaluation.

Part IV: Opening and Evaluation of Commercial Bids

After evaluating the Technical Bids, DIT shall notify the IAs whose Technical Bids were considered acceptable to DIT, indicating the date, time and place for opening of the Commercial Bids. IA's representative (maximum 2) may attend the commercial bid opening at DIT, Agartala.

The commercial Bids would be evaluated based on the overall price quoted; the evaluation would be based on L1 criteria. The Bidder who quotes the lowest price shall be considered as L1.

DIT reserves the right to negotiate with the L1 bidder.

2.12. Bid Currency

Prices for services offered shall be quoted in Indian National Rupees (INR) only.

2.13. Bid Security

1. All IA's shall deposit, as part of its Bid, an Earnest Money amounting to **Rs.10,00,000 (Rs. Ten Lakhs)** only though online without which Bid will be rejected.
2. Unsuccessful IA's Bid security will be discharged or returned within sixty (60) days after issuance of LOI to the successful IA.
3. The successful IA's Bid security will be discharged upon the IA signing the Contract Agreement and furnishing the Performance Security.

2.14. Forfeiture of BID Security

The Bid security may be forfeited either in full or in part, at the discretion of DIT, on account of one or more of the following reasons:

In the case of a successful IA fails to (a) accept award of work, (b) sign the Contract Agreement with DIT, after acceptance of communication on placement of award, (c) furnish performance security, (d) fails to sign the Contract Agreement in time, (e) or the IA violates any of such important conditions of this RFP document or indulges in any such activities as would jeopardize the interest of DIT in timely finalization of this RFP. The decision of DIT regarding forfeiture of bid security shall be final and shall not be called upon question under any circumstances. A default in such a case may involve black-listing of the IA by DIT.

2.15. Award of Work/Contract

DIT will award the contract/work to successful IA whose bid has been determined to be responsive and has been determined to be most competitive. Award of contract/work will be in the form of LoI.

2.16. Contacting DIT

1. IA shall not approach DIT officers beyond office hour and/ or outside DIT office premises, from the time of the Bid opening to the time of finalization of successful IA.

2. Any effort by an IA to influence DIT officers in the decisions on Bid evaluation, Bid comparison or finalization may result in rejection of the IA's offer. If the IA wishes to bring additional information to the notice of the DIT, it should do so in writing.

2.17. DIT's Right to Accept Bid and to reject any or all Bids

1. Prior to expiration of the period of Bid validity, DIT will notify the successful IA in writing that its Bid has been accepted.
2. Within 7 days of receipt of such intimation, successful IA shall give its acceptance to DIT.
3. Upon the successful IA's furnishing of Performance Security, DIT will promptly notify all unsuccessful IAs and will discharge their Bid security.
4. Effort will be made by the DIT to sign an agreement with the successful IA within 15 days.
5. DIT will have the right to accept bid and to reject any or all bids.

2.18. Lack of Information to IA

The IA shall be deemed to have carefully examined RFP document to his entire satisfaction. Any lack of information shall not in any way relieve the IA of his responsibility to fulfill his obligation under the bid.

2.19. Fraudulent & Corrupt Practice

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of the project and includes collusive practice among IAs (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the GoT of the benefits of free and open competition.

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of project execution. GoT will reject a proposal for award if it determines that the IA recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, the project.

3. General Conditions

3.1. Conditions Precedent

3.1.1. Commencement of the Agreement

All the timelines will be counted from the date of signing the Agreement.

3.1.2. Obligations to satisfy the Conditions Precedent

The successful IA and DIT shall use all reasonable endeavours to satisfy the Conditions Precedent that falls within the scope of its respective responsibility.

3.1.3. Notice of fulfilment of the Conditions Precedent

Upon the date on which the successful IA becomes aware that any of the Conditions Precedent has been satisfied in full, it shall promptly give notice thereof to DIT together with full details of the circumstances constituting such satisfaction and documentary evidence thereof.

3.2. Contract Obligations

Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the IA's bid and all previous correspondence.

3.3. Performance Guarantee

The IA shall furnish an irrevocable and unconditional Performance Guarantee, as provided in the RFP to DIT for an amount as mentioned bellow, as payable in terms of the Agreement.

Sl. No.	Item	Value	
1	Validity	66 Months from the date of LoI/Agreement	
2	Instrument	One single Deposit in the form of Bank Guarantee	
3	Amount	No. of years	Amount as %age of the value of the Work order
		1st	10%
		2nd	8%
		3rd	6%
		4th	4%
		5th and further	2%

The Performance Guarantee shall be valid for a period of 66 months and shall be denominated in Indian Rupees and shall be in the form of an unconditional Bank Guarantee issued by a Nationalized Bank/schedule commercial Bank located in India having at least one Branch in Agartala in the format provided by DIT as per annexure prescribed in these documents to be submitted within 30 days of issuance of LoI by DIT. Hence DIT/GoT should verify the PBG from the issuing Bank.

3.4. Governing Language

The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

3.5. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India.

3.6. Change orders

This RFP are minimum requirements and are in no way exhaustive and guaranteed by DIT. It shall be the responsibility of the IA to meet all the requirements and shall not constitute a change order and shall be carried out without a change order and shall be carried out without any time and cost effect to DIT. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification which the IA had not brought out to the DIT's notice in his tender shall not constitute a change order and such upward revisions and/or addition shall be carried out by IA without any time and cost effect to DIT.

The change order will be initiated only in case-

- (i) The DIT directs in writing the IA to include any addition to the Scope of Work covered under this Contract or delete any part of the scope of the work under the Contract.
- (ii) IA requests to delete any part of the work which will not adversely affect the operational capabilities of the facilities and if the deletions proposed are agreed by DIT and for which cost and time benefits shall be passed on to DIT.

Any change order comprising an alteration which involves change in the cost of the works (which sort of alteration is hereinafter called a "Variation") shall be the Subject of an amendment to the Contract by way of an increase or decrease in the Contract Price and adjustment of the implementation schedule, if any.

Procedures for Change Order

The representatives of both the parties will discuss on the new requirement for better understanding and to mutually decide whether such requirement constitutes a change order or not.

If it is mutually agreed that such Requirement constitutes a "Change Order" then a joint memorandum will be prepared and signed by the IA and DIT to confirm a "Change Order" and basic ideas of necessary agreed arrangement.

Upon completion of the study referred to above Clause, the results of this study along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to DIT to enable the DIT to give a final decision whether IA should proceed with the change order or not in the best interest of the works. The estimated cost and time impact indicated by IA shall be considered as a ceiling limit and

shall be provisionally considered for taking a decision to implement change order. The time impact applicable to the Contract shall be mutually agreed, subsequently, on the basis of the detailed calculations supported with all relevant back up documents. In case IA fails to submit all necessary substantiation/calculations and back up documents, the decision of the DIT regarding time and cost impact shall be final and binding on the IA.

If DIT accepts the implementation of the change order under Clause mentioned above in writing, which would be considered as change order then IA shall commence to proceed with the relevant work stipulated in the change order pending final agreement between the parties with regard to adjustment of the Contract Price and the Construction Schedule.

Conditions for extra work/change order

The provisions of the Contract shall apply to extra work performed as if the Extra work / Change order has been included in the original Scope of work. However, the Contract Price shall increase / decrease and the Time Schedule shall be adjusted on account of the Extra work / Change orders as may be mutually agreed. The AI's obligations with respect to such work remain in accordance with the Contract.

3.7. Notices

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by email to the other party's address, and confirmed in writing by the other party. A notice shall be effective when delivered to other party.

3.8. Patent Rights

The IA shall indemnify the Tenderer against all third party claims of infringement of patent, trademark or industrial design and intellectual property rights arising from the use of equipment and services or any part thereof.

3.9. Taxes and Duties

Goods and Service Tax (GST) and other statutory levies shall be paid by IA as applicable. DIT shall pay any increase in duties, taxes and surcharges and other charges on account of any revision, enactment during the period of validity of the Bids and also during the contract period. In case of any decrease in duties, taxes and surcharges and other charges, IA should refund the same to DIT. The decision of DIT in this regard will be final and binding and no disputes in this regard will be entertained.

3.10. Force Majeure

1. For the purpose of this Article, Force “Majeure” means any cause, which is beyond the control of the IA or GoT as the case may be, which such party could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the Contract, such as:-
 - War / hostilities
 - Riot or civil commotion
 - Earth Quake, Flood, Fire, Tempest, Epidemics, Lightning or other natural physical Disaster, Quarantine restricts and Freight embargoes
 - Restrictions imposed by the Government or other statutory bodies, which is beyond the control of the IA, which prevent or delay the execution of the order by the IA.
2. If a Force Majeure situation arises, the IA is required to promptly notify DIT in writing of such condition and the cause thereof within a period of five (5) days from the date of happening of such an event requiring invocation of this force majeure article. Unless otherwise directed by DIT in writing, the IA will continue to perform its obligations under this supply order as far as is reasonably practical and shall seek all reasonable alternative means for performances of this order.

3.10.1. Force Majeure Exclusions

Force Majeure shall not include the following event(s) and/or circumstances, except to the extent that they are consequences of an event of Force Majeure:

- a. Non-performance resulting from normal wear and tear of the materials and equipment; and
- b. Non-performance caused by, or connected with, the Affected Party's:
 - (i) Negligent or intentional acts, errors or omissions; and/or
 - (ii) Failure to comply with an Indian law or Indian Directive; and/or
 - (iii) Breach of, or default under the Agreement

3.10.2. Procedure for Calling Force Majeure

The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 5 (five) days after the Affected Party came to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Agreement.

Any notice pursuant this clause shall include full particulars of:

- I. the nature of each Force Majeure Event which is the subject of any claim for relief under the Agreement;
- II. the effect which such Force Majeure Event is having or is likely to have on the Affected Party's performance of its obligations under the Agreement;

- III. the measures which the Affected Party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event and restore the performance of its obligations under the Agreement which are affected; and
- IV. any other information relevant to the Affected Party's claim.

3.10.3. Procedure for Claiming Relief

- I. Where an Affected Party claims relief on account of Force Majeure Event then, the rights and obligations of both Parties under the Agreement shall be suspended to the extent that they are affected by such Force Majeure Events.
- II. In an Event of Force Majeure :
 - a) the Affected Party shall use its best efforts to minimize the effects of Force Majeure and remedy any inability to perform due to Force Majeure;
 - b) the Affected Party shall provide weekly written reports to the other Party regarding its progress in overcoming the adverse effects of the Force Majeure event;
 - c) the Affected Party shall, as soon as reasonably practicable after claiming such relief, provide the other Party with written notice containing such information as may be reasonably required to justify the claim for relief due to Force Majeure;
 - d) the Affected Party shall claim in respect of physical loss or damage resulting from the event constituting Force Majeure which are available from Insurances pursuant to any Insurance maintained by the Affected Party and ensure such claims are made as soon as is reasonably possible and that the proceeds of any such Insurance claims are applied to remedy the effects of the event constituting Force Majeure as soon as is reasonably possible; and
 - e) The Affected Party shall, at its own cost, take all steps reasonably required to restore its ability to perform its obligations under the Agreement as soon as possible, including the re-commissioning of any affected part of the TSWAN.
- III. When the Affected Party is able to resume performance of its obligations under the Agreement, it shall promptly give the other Party written notice to that effect. In no event shall the suspension of performance be of greater scope and of longer duration than is necessitated by Force Majeure.
- IV. DIT shall pay/ compensate IA for the materials/ assets damaged due to force majeure which were already delivered or services already provided before the occurrence of the force majeure.

3.10.4. Extensions due to Force Majeure

Neither Party shall be responsible or liable for, or deemed to be in breach of the Agreement because of any failure or delay in complying with its obligations under the Agreement, due solely to one or more events of Force Majeure, and the periods allowed for the performance by the Parties of such obligation(s) shall be extended on a day-for-day basis from the date of the event of Force Majeure provided that no relief shall be granted to the Affected Party to the extent that such failure or delay would have nevertheless been experienced by that Party had such Force Majeure event not occurred.

3.11. Handing Over

1. At the end of the services period of 5 years, DIT may exercise its option to renew the contract with the existing IA or may invite fresh bids for subsequent maintenance or extension.
2. If handover is required to any other IA other than the existing IA, at the end of the existing contract or otherwise, the existing IA would be responsible for handing over the complete know-how documentation records/software logs and all such relevant items that may be necessary for the transition process.

3.12. Termination

1. Termination for Default:

If the IA fails to carry out the award / work order in terms of this document within the stipulated period or any extension thereof, as may be allowed by DIT, without any valid reasons acceptable to DIT, DIT may terminate the contract after giving 45 days' notice, and the decision of DIT on the matter shall be final and binding on the IA. Upon termination of the contract, DIT shall be at liberty to get the work done at the risk and expense of the IA through any other agency, and to recover from the IA compensation or damages.

2. Termination for Insolvency:

If the IA becomes bankrupt or otherwise insolvent, DIT may at any time terminate the Agreement by giving written notice of 30 days to the IA. In this event, termination will be without compensation to the IA, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to DIT. In exercise of the exclusive charge upon the assets of the IA, DIT shall be entitled to take over the assets of the IA.

3. Force Majeure Termination:

In case the period of Force Majeure lasts for more than 3 (three) months from the occurrence of the event of force majeure, whether such force majeure event occurs before or after commissioning of the Project, either party shall have the right to terminate the Agreement by a written notice of 15 (fifteen) days to the other party. In the event of such termination, DIT will take over all equipment (without any liability) necessary for the proper and normal operation of the Project, including but not limited

to all constructed/ pre-fabricated sites (if any), laid cables, software, technical designs, technical & operational manuals and also all electrical, civil and mechanical works at all offices related to the Project.

4. Termination for Convenience:

DIT may by written notice, sent to the selected bidder, terminate the work order and/or the Contract, in whole or in part at any time of its convenience by giving 60 day notice. The notice of termination will specify that termination is for DIT's convenience, the extent to which performance of work under the work-order and/or the contract is terminated and the date upon which such termination becomes effective. DIT reserves the right to cancel the remaining part and pay to the selected bidder an agreed amount for partially completed Services.

3.13. Dispute Resolution

- a. DIT and the Implementation Agency shall make every effort to resolve amicably by direct informal negotiations any disagreement or disputes arising between them under or in connection with the Contract.
- b. If, after Thirty (30) days from the commencement of such direct informal negotiations, DIT and the Implementation Agency have been unable to resolve amicably, a Contract dispute, either Party may require that the dispute be referred for resolution to the formal mechanism.
- c. In the case of a dispute or difference arising between DIT and the Implementation Agency relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of two Arbitrators. One Arbitrator to be nominated by DIT and the other to be nominated by the Implementation Agency or in case of the said Arbitrators not agreeing then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference and in case the Arbitrators cannot agree to the Umpire he may be nominated by the Secretary, Indian Council of Arbitration, New Delhi. The decision reached consequent upon arbitration proceedings shall be final and binding on the parties.
- d. The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or reenactments thereof, shall apply to the arbitration proceedings.
- e. The venue of arbitration shall be Agartala, Tripura.
- f. DIT may terminate this Contract by giving a written notice of termination of minimum 30 days to the Implementation Agency, if the Implementation Agency fails to comply with any decision reached consequent upon arbitration proceedings.

3.14. Statutory and Regular Approvals

The IA shall be responsible for obtaining approvals for any statutory and regulatory requirements from any of the authorities. Further, the IA shall be responsible to get required documentation completed for obtaining such approvals from time to time.

3.15. Confidentiality

1. The IA shall not use any Information, name or the logo of DIT except for the purposes of providing the Service as specified under this contract;
2. The IA may only disclose Information with the prior written consent of DIT to a member of the IA's Team ("Authorized Person") if the Authorized Person is obliged to use it only for the performance of obligations under this contract
3. The IA shall notify DIT promptly if it is aware of any disclosure of the Information otherwise than as permitted by this Contract or with the authority of DIT.
4. The IA shall be liable to fully recompense DIT for any loss of revenue arising from breach of confidentiality. DIT reserves the right to adopt legal proceedings, civil or criminal, against the IA in relation to a dispute arising out of breach of obligation by the IA under this clause.
5. The IA shall not use any information which might have come to its knowledge in whatever manner during the discharge of its obligation under the contract for any purpose except strictly for discharging his obligation under the contract and no more.

3.16. Limitation of Liability

The liability of the DIT or IA for its obligations under the Contract shall in no case exceed the total value of the Contract.

3.17. Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful IA to agree with the Terms and Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event DIT may award the Contract to the next best value IA or call for new Bids.

3.18. Indemnification

(1) The IA shall indemnify DIT and hold it harmless from all losses, claims, causes of action, damages, liabilities, fines, penalties and expenses of all kinds (including legal expenses, court fees and professional advisory service expenses) arising from or out of any adverse claims of any and all persons related to the execution of services as mentioned in the RFP.

Notwithstanding anything expressed or implied in the Agreement to the contrary:-

- (i) The parties shall indemnify, defend and hold the other harmless against any and all third party claims.
- (ii) Such indemnity shall not extend to any loss, death or injury or any expenses relating thereto to the extent that it was caused by any act or omission of either party or the failure of either party to take reasonable steps in mitigation thereof.
- (iii) Such indemnity shall not be applicable to any loss, damage, cost or expense in respect of, and to the extent that either party is compensated pursuant to the terms of any other agreement or under any policy of insurance.

For the purpose of this clause:-

(1) The IA shall include its directors, employees, agents, Affiliates and sub-contractors.

Properties and Facilities -

The IA shall assume full responsibility and liability for the maintenance and operation of its properties and facilities and shall indemnify and hold DIT harmless from all liability and expense on account of any and all damages, claims or actions, including injury to and death of persons, arising from any act, accident or omission in connection with or arising out of the installation, presence, maintenance and operation of properties and facilities of the IA.

3.19. Control and Possession

The IA shall be deemed to be in control and possession of the equipment necessary for the proper and normal operation of the Tripura SWAN.

3.20. Assignments:

Mergers and Acquisitions

No consent of DIT shall be required, when an assignment by the IA is the result of, and part of, a corporate acquisition, merger or combination with an affiliated entity or reorganization provided that such entity shall not be released of the obligations of the IA under the Agreement.

3.21. Books & Records

IA shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by DIT during the terms of Contract until expiry of the performance guarantee.

3.22. Amendment to the Agreement

Amendments to the Agreement may be made by mutual agreement by both the Parties. No variation in or modification in the terms of the Agreement shall be made except by written amendment signed by both the parties. All alterations and changes in the Agreement shall take into account prevailing rules, regulations and laws.

3.23. Use of Agreement Documents and Information

The IA shall not without prior written consent from DIT disclose the Agreement or any provision thereof or any specification, plans, drawings, pattern, samples or information furnished by or on behalf of DIT in connection therewith to any person other than the person employed by the IA in the performance of the Agreement. Disclosure to any such employee shall be made in confidence and shall extend only so far as may be necessary for such performance.

The IA shall not without prior written consent of DIT make use of any document or information made available for the project except for purposes of performing the Agreement.

All project related documents issued by DIT other than the Agreement itself shall remain the property of DIT and Originals and all copies shall be returned to DIT on completion of the IA's performance under the Agreement, if so required by the DIT.

4. Scope of Work

- (i) The IA needs to supply and install the required equipments as mentioned in Annexure 10: Un-priced Bill of Materials, as per Technical Specification mentioned at Annexure 13 and quantity as mentioned in the Financial BID (BoQ). Supply and installation period will be 3 months after issuance of Work Order or signing of agreement.
- (ii) All Switches, Laptops may be initially delivered at DIT and after configuration, it has to be delivered to consignee locations or actual SWAN PoPs. However, UPSs and Racks are to be delivered to consignee locations or actual SWAN PoPs.
- (iii) IA has to arrange 5 years onsite warranty for all the Switches, UPSs supplied under this tender process from respective OEMs to protect the SLA commitment. In case backlining contract not possible for any item, the same should be clearly indicated in deviation report submitted as part of Bid response.
- (iv) After supply and installation of all ICT Equipments, IA shall submit the Installation Reports duly signed and sealed by the site/location in-charge to DIT for approval. After carefully examination of the installation report(s), DIT will issue one Final Acceptance Certificate to IA, wherein warranty period start date will be indicated.
- (v) Downtime of equipment should not be more than 3 working days for the entire warranty period of 5 year.
- (vi) IA must provide Escalation Matrix for Service Support to DIT.

5. Price

Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of Contract for the scope of the Contract subject to change order provisions.

DIT reserves the right to review and negotiate the charges payable to incorporate downward revisions as applicable and necessary.

6. Payment Terms and Schedule

Sl. No.	Milestone	% of Payment to be released
1	Delivery and Installation of equipment	<ul style="list-style-type: none"> • 80 % capex after successful Installation & submission of Final Acceptance Certificate. (If the site is not ready a certificate may issue by DIT. In such cases 70% payment for capex will be made and remaining 10% capex will be made after successful installation of that site). • Another 20% will be paid on annually @4% per year after completion of each year during warranty period of 5 years.

- Payment will be made to successful IA as per above mentioned schedule.

- **No payment will be released from last 20% before submission of backlining contract as indicated at section 4: Scope of Work (except items indicated at deviation report submitted as part of Bid response).**
- On receipt of such invoice, DIT shall release the amount to the IA after verification.
- The currency of payment shall be Indian Rupees.
- Penalty as per the RFP terms and conditions will be calculated and adjusted from the bill.
- All payments to successful IA will be made subject to deduction of TDS (Tax deduction at Source) as per the income Tax Act, 1961, applicable penalty and other taxes, if any, as per Government of India rules.
- If there is any deficiency in the performance of contractual obligations on the part of the IA, the IA shall be liable for imposition of appropriate penalties as specified in the RFP and DIT shall be entitled to deduct such penalties at source while making payment to the IA for the services provided as mentioned & forfeit the guarantee submitted (if required).

7. **Penalty for supply and installation**

For delay in supply and installation of equipment, 2% penalty per week on equipment price will be imposed. However this penalty should not exceed 10% of that equipment price.

8. **Penalty for downtime of Equipments:**

No equipment should be continuously down for 3 working days. Beyond 3 working days, 0.1% penalty per day on equipment price will be imposed.

However total operational penalty should not exceed 10% of contract value.

9. **Penalty Exclusions**

Penalty will not be applicable to IA under following conditions:

- Systems not owned or controlled by IA. However, IA will troubleshoot the failure and rectify the problem with spares/equipment/software/components provided by DIT and maintain the SLA.
- Failure of Power at site. However, proof of failure of power will have to be provided.
- Circumstances or instances of Force Majeure.
- Scheduled or preventive maintenance.
- Acceptable downtime mentioned in the RFP.

10. **Implementation Schedule**

Sl.No.	Activity	Time line
1	Issue of LoI	T
2	Signing of Agreement	T+ 14 days
2	Delivery of equipment at identified location.	T+3.5 Months
3	Providing maintenance services as mentioned in this RFP	T+63.5 Months

11. Exit Management:

1. Upon completion of the contract period or upon termination of the agreement for any reasons, the IA shall comply with the following:
 - (a) Notify to DIT forthwith the particulars of all Project Assets;
 - (b) Deliver forthwith actual or constructive possession of the TSWAN Project free and clear of all Encumbrances and execute such deeds, writings and documents as may be required by the DIT for fully and effectively divesting the IA of all of the rights, title and interest of the IA in the TSWAN Project;
 - (c) Comply with the Divestment Requirements set out in the RFP except in case if Termination of this Agreement
 - (d) Pay all transfer costs and stamp duty applicable on hand back of project assets except in case the Project is being transferred due to DIT of Default, Indirect Political Event, Political Event or expiry of Concession period, where DIT shall be responsible for transfer costs and stamp duty, if any.
2. Subject to clause 1 of exit management, upon completion of the contract period or upon termination of the agreement, the IA shall comply and conform to the following Divestment Requirements in respect of the TSWAN Project:
 - (i) All Project Assets including the hardware, software, documentation and any other infrastructure shall have been renewed and cured of all defects and deficiencies as necessary so that the TSWAN Project is compliant with the Specifications and Standards set forth in the RFP, Agreement and any other amendments made during the contract period;
 - (ii) The IA delivers relevant records and reports pertaining to the TSWAN Project and its design, engineering, operation, and maintenance including all operation and maintenance records and manuals pertaining thereto and complete as on the Divestment Date;
 - (iii) IA executes such deeds of conveyance, documents and other writings as DIT may reasonably require to convey, divest and assign all the rights, title and interest of the IA in the TSWAN Project free from all Encumbrances absolutely and free of any charge or tax unto DIT or its Nominee; and
 - (iv) The IA complies with all other requirements as may be prescribed under Applicable Laws to complete the divestment and assignment of all the rights, title and interest of the IA in the TSWAN Project free from all Encumbrances absolutely and free of any charge or tax to DIT or its nominee.
3. Not earlier than 3 (three) months before the expiry of the contract Period but not later than 30 (thirty) days before such expiry, or in the event of earlier Termination of the contract, immediately upon but not later than 15 (fifteen) days from the date of issue of Termination Notice, the Independent Consultant as nominated by the DIT shall verify, in the presence of a representative of the IA, compliance by the IA with the Divestment Requirements set forth in the RFP in relation to the TSWAN Project and, if required, cause appropriate tests to be carried out at the Divestment Requirements are found by either Party, it shall notify the other of the same and the IA shall rectify the same at its cost.
4. Upon the IA conforming to all Divestment Requirements and handing over actual or constructive possession of the Project to DIT or a person nominated by DIT in this

regard, DIT shall issue a certificate substantially in the form set forth in earlier Section, which will have the effect of constituting evidence of divestment of all rights, title and lien in the TSWAN Project. IA and their vesting in TSWAN Project pursuant hereto. Issue of such certificate shall not be unreasonably withheld by DIT. The divestment of all rights, title and lien in the TSWAN Project shall be deemed to be complete on the date when all the Divestment requirements have been fulfilled or the Certificate has been issued, whichever is earlier, it being expressly agreed that any defect or deficiency in any Divestment Requirement shall not in any manner be construed or interpreted as restricting the exercise of any rights by DIT or its nominee on or in respect of the TSWAN Project on the footing as if all Divestment Requirements have been complied with by the Concessionaire.

Annexure 1: IA Profile

RFP No: 22(9)/DIT/COMM/2020 Dated, 7th July,2021

Name of the Project: Selection of Agency for Supply and Installation of ICT Equipments for Tripura State Wide Area Network (TSWAN).

1	Name of the Firm	
2	Registered Office address Telephone Number Fax Number e-mail	
3	Correspondence/ contact address	
4	Details of Contact person (Name, designation, address etc.) Telephone Number Fax Number e-mail	
5	Is the firm a registered company? If yes, submit documentary proof. Year and Place of the establishment of the company	
6	Former name of the company, if any.	
7	Is the firm a Government/ Public Sector Undertaking? a propriety firm? a partnership firm (if yes, give partnership deed)? a limited company or limited corporation? a member of a group of companies (if yes, give name and address, and description of other companies)? a subsidiary of a large corporation (if yes give the name and address of the parent organisation) If the company is subsidiary, state what involvement if any, will the parent company have in the project? a joint venture consortia (if yes, give name and address of each partner)?	
8	Is the firm registered with sales tax department? If yes, submit valid sales tax registration certificate.	
9	Is the firm registered for service tax with Central Excise Department	

	(Service Tax Cell)? If yes, submit valid service tax registration certificate.	
10	Is the firm registered under Labour Laws Contract Act? If yes, submit valid registration certificate.	
11	Attach the organizational chart showing the structure of the organization including the names of the directors and the position of the officers. Total number of employees	
12	Number of years of experience: as a Bidder	
13	How many years has your organization been in business under your present name? What were your fields when you established your organization? When did you add new fields (if any)?	
14	What type best describes your firm? (documentary proof to be submitted) <ul style="list-style-type: none"> • Manufacturer • Supplier • System Integrator • Consultant • IA (pl. specify details) • Software Developer • Total solution provider (design, supply, integration, O&M) • IT Company 	
15	Number of Offices / Project Locations	
16	Do you have a local representation /office in Agartala? If so, please give the address and the details of staff, infrastructure etc in the office and no. of years of operation of the local office	
17	Does your organization have SEI – CMM / ISO 9001 certificates? If so, attach copies of the certificates. State details, if certified by bodies, other than that stated.	
18	List the major clients with whom your organization has been/ is currently associated.	
19	Were you ever required to suspend a project for a period of more than three months continuously after you started? If so, give the names of project and reasons for the same.	

20	Have you in any capacity not completed any work awarded to you? (If so, give the name of project and reason for not completing the work)	
21	In how many projects you were imposed penalties for delay? Please give details.	
22	The IA shall disclose details pertaining to all contingent liabilities, claims, disputes, matters in appeal & in court and any pending litigation against the IA. If nil, an undertaking from the IA mentioning the same.	
23	Whether your organisation has Bank's certificate of solvency. If yes, submit documentary proof.	

Annexure 2: Format for Financial Information

RFP No.22(9)/DIT/COMM/2020 Dated,7th July,2021

Name of the Project: Selection of Agency for Supply and Installation of ICT Equipments for Tripura State Wide Area Network (TSWAN)

Name of the IA	Turn Over (Rs Crore)		
	2017-2018	2018-2019	2019-2020

Note:

1. Submit the audited financial statement/ audited annual report of the last three financial years (i.e FY 2017-2018, FY2018-2019& FY 2019-2020).

Annexure 3: Format for Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.

Date:

To
The Director,
Directorate of Information Technology,
Govt. of Tripura

IT Bhavan, ITI Road, Indranagar; Agartala

Dear Sir,

WHEREAS (Name of IA) hereinafter called "the IA" has undertaken, in pursuance of Contract dated ... 2021 (hereinafter referred to as "the Contract") for Supply and Installation of ICT Equipments for Tripura State Wide Area Network (TSWAN).

AND WHEREAS it has been stipulated in the said Contract that the IA shall furnish a Bank Guarantee ("the Guarantee") from a Nationalized Bank/schedule commercial Bank located in India having at least one Branch in Agartala for performance of the equipments supplied and installed under TSWAN as per the Contract signed against RFP No.22(9)/DIT/COMM/2020 Dated, 7th July, 2021.

WHEREAS we ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the Directorate of Information Technology (DIT), Government of Tripura ("GoT") the Guarantee:

THEREFORE the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of amount as indicated below to DIT, GoT under the terms of their Agreement dated with IA on account of full or partial non-performance / non- implementation and/ or delayed and/ or defective performance / implementation. Provided that the maximum liability of the Bank towards DIT, GoT under this Guarantee shall not, under any circumstances, exceed in aggregate, as mentioned below:

Sl. No.	Item	Value	
1	Validity	66 Months from the date of LoI/Agreement	
2	Instrument	One single Deposit in the form of Bank Guarantee	
3	Amount	No. of years	Amount as %age of the value of the Work order
		1st	10%
		2nd	8%
		3rd	6%
		4th	4%
		5 th and further	2%

2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from DIT, GoT stating full or partial non-implementation and/ or delayed and or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to DIT, GoT any and all sums demanded by DIT, GoT under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from DIT, GoT to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address: Attention Mr..... .
3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of 66 months from the date of its execution.
4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
 - a. any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.
 - b. any breach or non-compliance by the IA with any of the terms and conditions of any Agreements/credit arrangement, present or future, between IA and the Bank.
5. The BANK also agrees that DIT, GoT at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against IA and notwithstanding any security or other guarantee that DIT, GoT may have in relation to the IA's liabilities.
6. The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of DIT, GoT or any other indulgence shown by DIT, GoT or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.
7. This Guarantee shall be governed by the laws of India and only the courts of Agartala, Tripura shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this..... the Day of2021

Witness

(Signature) (Signature) (Name) (Name)
Bank Rubber Stamp

(Official Address) Designation with Bank

Stamp Plus Attorney as per Power of Attorney No.

Dated:

Annexure 4: Format for Providing Citations

Sl. No.	Item	Guidelines	Attachment Ref.No.for details
1.	Name of the Project		
2.	Client Details	Name; Contact person's Name & No.	
3.	Domain/Sector	Please specify the domain such as which department etc.	
4.	No. of Locations	Please Specify Number of locations for implementation	
5.	Scope of Work	Provide Scope of Work; highlight Key Result Areas expected and achieved	
6.	Contract Value	Provide particulars on Contract Value assigned to each major phase and milestone	
7.	Complete Project Duration	Provide particulars on the total time taken for the completion of project including time details on various activities	

The Citations should be given in the above format. A separate copy of this format should be used for each citation.

Annexure 5: Format for Queries

IA's requiring specific points of clarification may communicate with DIT, GoT during the specific period using the following format.

RFP No.22(9)/DIT/COMM/2020 Dated, 7th July,2021

Name of Project: Selection of Agency for Supply and Installation of ICT Equipments for Tripura State Wide Area Network (TSWAN).

Name of the IA-

Contact Address of the IA-

Sl No.	Section No.	Page No	Query

Signature:

Name of the Authorized signatory:

Company seal:

Note: All the queries should be sent in this format to: **uttam.podder@nic.in**. No other format is acceptable apart from this format.

Annexure 6: Technical Bid letter

To
The Director,
Directorate of Information Technology,
Govt. of Tripura,
IT Bhavan, ITI Road, Indranagar; Agartala

Subject: - Selection of Agency for Supply and Installation of ICT Equipments for Tripura State Wide Area Network (TSWAN).

Reference. RFP No.22(9)/DIT/COMM/2020 Dated, 7th July, 2021

Sir,

We, the undersigned Bidders, having read and examined in detail all the Tender documents do hereby propose to provide the services as specified in the Tender document number <Tender Reference Number> Dated <dd/mm/yyyy> along with the following:

1. Bid Security: Earnest Money for an amount equal to Rs.10,00,000 (Ten Lakhs Only) has been transferred online as specified in this RFP.

2. We hereby declare,

- i. That we have domain knowledge in providing Facility Management support in Network Infrastructure, RF, WAN, LAN etc.
- ii. We are equipped with adequate manpower / machinery / technology for providing the Services as per the parameters laid down in the RFP Document.

3. Deviations: We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations, assumptions and deviations, all of which have been detailed out exhaustively in the following statements, irrespective of whatever has been stated to the contrary anywhere else in our Tender: "Statement of Deviation from Technical Specifications" and "Statement of deviations from RFP terms and conditions". Further we agree that additional conditions or assumptions, if any, found in the Tender response documents other than those stated in deviation schedule shall not be given effect to.

4. Performance Bank Guarantee: We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee in the form prescribed in the RFP.

5. Bid Validity Period: We agree to abide by this Bid for a period of 180 days after the date fixed for Technical Bid opening or for any further period for which Bid validity has been extended and it shall remain binding upon us and Bid may be accepted at any time before the expiration of that period.

6. We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the Bid is true and correct to the best of our knowledge and belief.

7. We understand that our Bid is binding on us and that you are not bound to accept a Bid you receive.

Dated this Day of 2021

(Signature) (In the capacity of)

Duly authorized to sign the RFP Response for and on behalf of: (Name and Address of Company)

Seal/Stamp of IA

Witness Signature: Witness Name:

Witness Address:

Annexure 7: Statement of Deviation from Technical Specifications

To
The Director,
Directorate of Information Technology,
Govt. of Tripura,
IT Bhavan, ITI Road, Indranagar; Agartala

Reference. RFP No.22(9)/DIT/COMM/2020 Dated, 7th July,2021

Dear Sir,
Following are the deviations and variations from the Technical Specifications of RFP items. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be performed as per your specifications and documents.

Sl. No.	Section No. & Page No.	Deviation in the Bid	Brief Reason
1.			
2.			
3.			

Annexure 8: Statement of Deviation from RFP Terms and Conditions

To
The Director,
Directorate of Information Technology,
Govt. of Tripura,
IT Bhavan, ITI Road, Indranagar; Agartala

Reference. RFP No.22(9)/DIT/COMM/2020 Dated, 7th July, 2021

Dear Sir,
Following are the deviations and variations from the Terms and Conditions of the RFP. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be performed as per your specifications and documents.

Sl. No.	Section No. & Page No.	Deviation in the Bid	Brief Reason
1.			
2.			
3.			

Annexure 09: Financial Bid Letter:

To
The Director,
Directorate of Information Technology,
Govt. of Tripura,
IT Bhavan, ITI Road, Indranagar; Agartala

Subject: - Selection of Agency for Supply and Installation of ICT Equipments for Tripura State Wide Area Network (TSWAN)

Reference. RFP No.22(9)/DIT/COMM/2020 Dated, 7th July,2021

Sir,

We, the undersigned Bidder, having read and examined in detail all the Tender documents do hereby propose to provide services as specified in the Tender documents number <Tender Reference Number> Dated <dd/mm/yyyy> along with the following:

Price and Validity:

- All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Tender are valid for a period of 180 calendar days from the date of opening of Technical Bid.
- We hereby confirm that our Tender prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax is altered under the law, we shall pay the same.

Unit Rates:

We have indicated in the relevant schedules enclosed the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

Tender Pricing:

We further confirm that the prices stated in our Bid response are in accordance with your Instruction to Bidders included in Tender documents. Our Bid Price is for the entire scope of the work as specified. These prices are indicated in required format in our Bid response.

Dated this Day of 2021 (Signature) (In the capacity of)

Duly authorized to sign the RFP Response for and on behalf of: (Name and Address of Company)
Seal/Stamp of IA

Witness Signature: Witness Name:

Witness Address:

Annexure 10: Un-Priced Bill of Materials

Sl. No.	Item Description	Quantity	item code	Make	Model
1	2		3	4	5
1	Managed Switch-24 Port Type1	134 nos.	Item1		
2	Managed Switch-24 Port Type2	4 nos.	Item2		
3	2 KVA Online UPS with SMF Batteries	91 nos.	Item3		
	1 KVA Online UPS with SMF Batteries	30 nos.	Item4		
4	Network Rack – 9U	15 nos.	Item5		
5	Laptop	85 nos.	Item6		
6	Any other Item Proposed		Item7		

Annexure 11: Technical Evaluation Criteria

S. No	Criteria	Requirements	Max Mark	Supporting Documents
COMPANY PROFILE and EXPERIENCE				
1	The Bidder should be registered under the Companies Act, 1956 or Companies Act 2013, and should have been in existence for the last 5 (five) years in the field of Network Operations and related Facility Management Services in India.	<ul style="list-style-type: none"> • ≥ 10 Years = 10 Marks • ≥ 8 and < 10 = 9 marks • ≥ 6 and < 8 = 8 marks • ≥ 5 and < 6 = 7 marks 	10	a) Certificate of Incorporation
2	The Bidder should have average annual turnover of not less than INR 25 Crores during three financial years (F.Y. 2017-18, 2018-19 and 2019-2020 respectively).	<ul style="list-style-type: none"> • ≥ 200 Cr = 10 marks • ≥ 100 Cr and < 200 Cr = 9 marks • ≥ 50 Cr and < 100 Cr = 8 marks • ≥ 25 Cr and < 50 Cr = 7 marks. 	10	Certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be submitted with the bid.
3	The Bidder or its OEM of Active Network items {themselves or through reseller(s)} should have supplied same or similar Category Products to any Central / State Govt. Organization / PSU for each of the 3 financial years (i.e. FY 2017-18, 2018-2019 and 2019-20).	<ul style="list-style-type: none"> • ≥ 6 Years = 10 marks • ≥ 5 Years and < 6 Years = 9 marks • ≥ 4 Years and < 5 Years = 8 marks. • ≥ 3 Years and < 4 Years = 7 marks. 	10	Supply / Work Order + certificate from clients to be submitted along with bid in support of having supplied some quantity during each of the year.
4	The Bidder / OEM of Active Network items {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same of Active Network items or similar Category Products during 3 financial years (i.e. FY 2017-18, 2018-2019 and	<ul style="list-style-type: none"> • 4 Work Order unit or more = 10 marks • 3 Work Order unit = 9 marks • 2 Work Order unit = 8 marks. • 1 Work Order unit = 7 marks. 	10	Work Order + Completion Certificates from the client; OR Work Order + Installation Phase Completion

S. No	Criteria	Requirements	Max Mark	Supporting Documents
	2019-20), as per following criteria: (i) Single order of at least 4 Crores; or (ii) Two orders of at least 2.5 Crores each; or (iii) Three orders of at least 2 Crores each.	(Each order value of 4 crores or more will be considered as one work unit. Two orders of at least 2.5 crores each will be counted as one work unit. Three orders of at least 2 crores each will be counted as one work unit.)		Certificate (for ongoing projects) from the client.
5	Bidder should submit OEM Authorization Certificate for Active Network items and UPS.	If OEM Authorization Certificate submitted for this tender then full marks else zero. Active Network items = 6 marks. UPS = 4 marks.	10	
Technical specification of Equipment				
6	Switch 24P – Proposed(type1)	If complied with specification given in RFP then full marks else zero.	10	Proposal indicating Make, Model and Specification
7	Switch 24P- Proposed(Type2)	If complied with specification given in RFP then full marks else zero.	10	Proposal indicating Make, Model and Specification
8	UPS(2KVA) – Propose	If complied with specification given in RFP then full marks else zero.	5	Proposal indicating Make, Model and Specification
9	UPS(1KVA) – Proposed	If complied with specification given in RFP then full marks else zero.	5	Proposal indicating Make, Model and Specification
10	Laptop – Proposed	If complied with specification given in RFP then full marks else zero.	10	Proposal indicating Make, Model and Specification
11	Rack(9U)- Proposed	If complied with specification given in RFP then full marks else zero.	5	Proposal indicating Make, Model and Specification
COMPANY CERTIFICATED (ISO)				
12	ISO 9001		5	Valid certificate

*The point system and points in the evaluation table are indicative. However, evaluation committee reserves the right to change the points and point system for free and fair competition, if necessary.

Annexure 12: Location wise Equipment Distribution

Sl No.	Name of Location	Managed Switch Type-1	Managed Switch Type-2	2 KVA UPS	1 KVA UPS	Laptop	Network Rack(9U)
1	DIT	40	4	8	30	33	
2	NIC SHQ	4				1	
3	BDO, Dukli	1		1		1	
4	BDO Mohanpur	1		1		2	
5	SDM Mohanour	1		1			1
6	BDO, Bamutia	1		1			
7	BDO, Lefunga	1		1			1
8	BDO, Hezamara	1		1			
9	BDO, Mandai	1		1		2	
10	BDO, Jirania	1		1			
11	TTAADC HQr Khumlung	1		1			
12	SDM, Jirania	1		1			1
13	BDO, Old Agartala	1		1			
14	BDO, Belbari	1		1			1
15	DM & Collector, Khowai	2		1		3	
16	SDM, Khowai	1		1			
17	BDO, Tulashikhar	1		1			
18	BDO, Padmabil	1		1			
19	SDM, Teliamura	1		1		2	
20	BDO, Teliamura	1		1			
21	BDO, Mungiakami	1		1			
22	BDO, Kalyanpur	1		1			
23	DM & Collector, Sepahijala	2		1		3	
24	SDM, Bishalgarh	1		1			
25	BDO, Bishalgarh	1		1			
26	BDO, Charilam	1		1			1
27	SDM, Sonamura	1		1		2	
28	BDO, Boxanagar	1		1			
29	BDO, Nalchar	1		1			
30	DCM, Melagarh	1		1			1
31	BDO, Kathalia	1		1			
32	BDO, Mohanbhog	1		1			1
33	BDO, Jampuijala	1		1		1	
34	DM & Collector, South Tripura	2		1		3	
35	SDM, Belonia	1		1			
36	BDO, Rajnagar	1		1			
37	BDO, Hrishyamukh	1		1			

38	BDO, Bharat Chandra Nagar	1		1			
39	SDM, Santirbazar	1		1			
40	BDO, Bokafa	1		1		2	
41	BDO, Jolaibari	1		1			1
42	SDM, Sabroom	1		1			
43	BDO, Satchand	1		1		2	
44	BDO, Rupaichari	1		1			
45	BDO, Poangbari	1		1			1
46	DM & Collector, Gomati	2		1			
47	BDO, Matabari	1		1			
48	BDO, Tepania	1		1		3	1
49	BDO, Killa	1		1			
50	BDO, Kakraban	1		1			
51	SDM, Amarpur	1		1			
52	BDO, Amarpur	1		1		2	
53	BDO, Ompi	1		1			
54	BDO, Karbook	1		1			
55	BDO, Silachari	1		1		2	
56	DM & Collector, Dhalai	2		1			
57	BDO, Ganganagar	1		1			
58	SDM, Ambassa	1		1		3	
59	BDO, Ambassa	1		1			
60	SDM, Kamalpur	1		1			
61	BDO, Salema	1		1		2	
62	BDO, Durgachowmuhan	1		1			
63	SDM, Longthorai Valley	1		1			
64	BDO, Manu	1		1		2	
65	BDO, Chawmanu	1		1			
66	SDM, Gandacherra	1		1			
67	BDO, Dumburnagar	1		1		2	
68	BDO, Raishyabari	1		1			1
69	DM & Collector, North Tripura	2		1			
70	BDO, Kadamtala	1		1		3	
71	BDO, Jubarajnagar	1		1			
72	BDO, Kalacharra	1		1			1
73	SDM, Kanchanpur	1		1			
74	BDO, Dasda	1		1		2	
75	BDO, Jampui Hill	1		1			
76	BDO, Laljuri	1		1			1
77	BDO, Panisagar	1		1			
78	BDO, Damcherra	1		1		2	
79	DM & Collector, Unakoti	2		1		3	

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80	SDM, Kailashahar	1		1			
81	BDO, Gournagar	1		1			
82	BDO, Chandipur	1		1			1
83	BDO, Kumarghat	1		1		2	
84	SDM, Kumarghat	1		1			1
85	BDO, Pecharthal	1		1			
Total		134	4	91	30	85	15

Note: Any additional Item (if any) needs to be delivered at DIT Office.

Annexure 13: Technical specification of equipment

1. Switch specification:

(i) Type 1: Managed Switch - 24 ports Non-PoE

Sl	Features	Specification	Compliance (Yes / No)
1	Ports	1G ports - 24; Uplink interfaces – 4 SFP; should be populated with 4 nos. 1G fiber transceivers (compatible with Switch);	
2	RAM	2 GB	
3	Flash memory	4 GB	
4	Management Ports	1 no.	
5	Bandwidth Switching capacity	56Gbps	
6	Forwarding rate	40 Mpps	
7	IPv6 ready	Yes	
8	SDN support	Yes	
9	Features support	Access Control Lists (ACLs); VXLAN; IP Routing (including static, RIPv1, RIPv2, RIPv6, OSPF); QoS features; MACsec-128, NetFlow; Non-PoE; SNMP;	
10	Licensing, if any	Perpetual licenses, as much as possible.	
11	Gartner's Quadrant	OEM should be in the Gartner's Leader or Challenger Quadrant for the Wired or Wireless LAN Access Infrastructure for 2020 report.	
12	End of Sale	End of sale should not be declared for proposed product, as on Bid response submission date.	
13	Warranty	5 Years	

(ii) **Type2: Managed Switch - 24 ports Non-PoE**

Sl	Features	Specification	Compliance (Yes / No)
1	Ports	1G ports - 24; Uplink interfaces – 4 SFP; should be populated with 2 Nos. 1G and 2 nos. 10G fiber transceivers (compatible with Switch);	
2	RAM	8 GB	
3	Flash memory	16 GB	
4	Management Ports	1 no.	
5	Bandwidth Switching capacity	92 Gbps	
6	Forwarding rate	68 Mpps	
7	IPv6 ready	Yes	
8	SDN support	Yes	
9	Features support	Access Control Lists (ACLs); VXLAN; IP Routing (including static, RIPv1, RIPv2, RIPv6, OSPF); BGP; QoS features; MACsec-128, NetFlow; Non-PoE; SNMP;	
10	Licensing, if any	Perpetual licenses, as much as possible.	
11	Gartner's Quadrant	OEM should be in the Gartner's Leader or Challenger Quadrant for the Wired or Wireless LAN Access Infrastructure for 2020 report.	
12	End of Sale	End of sale should not be declared for proposed product, as on Bid response submission date.	
13	Warranty	5 years	

2. UPS specification:**(i) Online UPS (2KVA)**

SI	Parameter	Required Specifications		Compliance(Yes or No)
1	Capacity	2 KVA		
2	Technology	True On-Line Double Conversion UPS with PWM Technology & SNMP Module with Isolation Transformer		
	Input	Voltage	180 – 270V AC @100% load	
		Frequency	50 Hz	
	Output	Voltage	220V / 230V / 240VAC +/-2%	
		Frequency	50 Hz +/- 0.5%	
		Output waveform	Sine wave	
	Protection	Overload protection	125% for 1 minutes and 150% for 10 seconds	
		Short circuit protection	UPS output immediately cut-off	
		Battery protection	Cut off without draining any current during low battery	
		Isolation Transformer	There should be a Suitable Isolation Transformer (1:1ratio) at the input side of the UPS for isolating the neutral as well as attenuating common mode noise.	
	Metering & Indicators	LED indicators	UPS on, line mode, Battery mode, bypass, fault	
		LCD Meter	UPS must have a digital meter for monitoring important UPS parameters including Input/output voltage, Input/ output frequency, battery capacity/ load level	
	Battery	Type	Batteries shall be of Sealed Maintenance Free (SMF) type.	
		Back up time	The system must be capable of providing 1 hour battery backup with 100% load. Bidder should specify the total number of batteries, voltage and AH rating of each battery. Calculation sheet in support of backup time shall be submitted with the bid.	
	Environm ent	Operating temperature	0 – 45 deg C	
		Audible Noise (1 mtr. from surface)	< 40 dBA	
	Quality	ISO9001, ISO14001,		
	Warranty	5 years		

(ii) Online UPS (1KVA)

SI	Parameter	Required Specifications		Compliance(Yes or No)
1	Capacity	1 KVA		
2	Technology	True On-Line Double Conversion UPS with PWM Technology & SNMP Module with Isolation Transformer		
	Input	Voltage	180 – 270V AC @100% load	
		Frequency	50 Hz	
	Output	Voltage	220V / 230V / 240VAC +/-2%	
		Frequency	50 Hz +/- 0.5%	
		Output waveform	Sine wave	
	Protection	Overload protection	125% for 1 minutes and 150% for 10 seconds	
		Short circuit protection	UPS output immediately cut-off	
		Battery protection	Cut off without draining any current during low battery	
		Isolation Transformer	There should be a Suitable Isolation Transformer (1:1ratio) at the input side of the UPS for isolating the neutral as well as attenuating common mode noise.	
	Metering & Indicators	LED indicators	UPS on, line mode, Battery mode, bypass, fault	
		LCD Meter	UPS must have a digital meter for monitoring important UPS parameters including Input/ output voltage, Input/ output frequency, battery capacity/ load level	
	Battery	Type	Batteries shall be of Sealed Maintenance Free (SMF) type.	
		Back up time	The system must be capable of providing 1 Hours battery backup with 100% load. Bidder should specify the total number of batteries, voltage and AH rating of each battery. Calculation sheet in support of backup time shall be submitted with the bid.	
	Environment	Operating temperature	0 – 45 deg C	
		Audible Noise (1 mtr. from surface)	< 40 dBA	
	Quality	ISO 9001, ISO 14001,		
	Warranty	5 years		

3. Laptop

Specification for Laptop	Compliance (Yes/No)
Intel Core i7-10610U (1.8 GHz, up to 4.9 GHz, 8 MB cache, 4 cores); 8 GB DDR4 RAM or higher; 1 TB HDD; 14" or above Wide Screen Display; Ports & Slots (Minimum): 1 USB, 1 HDMI, 1 RJ-45; Windows 10 licensed Operating System; Warranty: 5 years onsite warranty.	

Note: Attach required data sheets and Manufacturer Authorization Form (MAF) for Switch and UPS.